

# midtown

ALEXANDRIA | STATION

## Unit Owner and Resident Procedures and Regulations Handbook

June 2019

Midtown Alexandria Station Condominium  
Unit Owner and Resident Procedures and Regulations Handbook

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## **SECTION I – Introduction**

The formal name of the condominium is the Midtown Alexandria Station Condominium (“MASC” or “Midtown”) and the formal name of the association is the Midtown Alexandria Station Condominium Unit Owners Association (“Association”).

The purpose of this Unit Owner and Resident Procedures and Regulations Handbook (“Handbook”) is to explain the responsibilities and rights of all unit owners, residents, and guests to Midtown and to detail the processes for use and reservation of Midtown’s amenities. The Common Facilities of the Condominium are deemed to include the amenities, grounds, driveways and parking facilities constituting a portion of the common elements.

The Handbook is published and updated from time to time by the Association Board (“Board”) pursuant to the authority granted in the Association Declaration and the Bylaws (together with the Handbook, they shall be collectively referred to herein as the “Governing Documents”). Full copies of the Governing Documents are all available at the Association’s website, <https://www.townsq.io/> (cut and paste to use in chrome) The Association will provide an owner a copy of any of these documents upon request. If there is a conflict between this Handbook and the Declaration, Bylaws or applicable law, the Declaration, Bylaws or applicable law will control.

Any capitalized term not defined herein shall be deemed to have the meaning ascribed to it in the Declaration, Bylaws or the Virginia Condominium Act, each as may be amended.

## **SECTION II – Absentee Owners**

### ***Absentee Owners Defined***

An "absentee unit owner" is a unit owner who does not reside in his/her unit. It may be vacant or occupied by another person.

### ***Limitations of Use***

If the unit is leased in accordance with the Governing Documents, absentee unit owners are deemed to have delegated their right to use and enjoy the Common Facilities to their tenants except owners and tenants may agree that the owner will retain the use of the storage unit (if any) assigned to the unit. Accordingly, an absentee unit owner is not entitled to:

- Park in the resident garage or resident outdoor parking area, except as a guest of a resident;
  - Reserve or use the cyber café, party room, guest suite, grill deck, pool, spa and fitness center, or another amenity unless invited as a guest of a resident; or
- Use the storage unit assigned to the owner's unit (if any), unless otherwise agreed to between the tenant and absentee unit owner

## **SECTION III – Amenities**

### ***Amenities in General***

Midtown residents have an array of amenities available for their collective or individual use. These amenity spaces include:

- Cyber Café
- Fitness Center
- Grill Deck
- Guest Suite
- Party Room
- Pool and Spa

### ***Amenity Use***

All amenities are limited to use by MASC residents and their guests so long as they comply with the terms of the Governing Documents. Residents' rights to use the amenities may be suspended by the Board pursuant to its authority set forth in Section 9.1(h) of the Bylaws. If a resident's use rights have been suspended, guests of that resident are not permitted to use the amenities either.

Amenities may not be used for advertising, political, commercial, educational, charitable, fund raising, religious, gambling, illegal, or public functions which have not been expressly approved in advance by the Board. All TV shows and DVDs played in the party room or cyber café must be appropriate for the expected audience.

### ***Amenity Hours of Operation***

- The fitness center is available for use at any time with noise minimized from 10 p.m. to 6 a.m.
- The pool and spa are available for use only during posted times and only when a lifeguard is present.
- The cyber café is available for use at any time.
- The party room and pool table are available for use from 9:00 a.m. to 11:59 p.m. Private events must conclude by 11 p.m., with clean-up completed by 11:59 p.m.
- The grill deck is available for use from 9:00 a.m. to 10:00 p.m. Clean-up must be completed by the 10:00 p.m. closing time.
- Exceptions to the hours for use can be made by the Board only.

### ***Amenity Use Guidelines***

- All common elements in Midtown, including the amenity areas and the garage, are non-smoking.
- Except for Association-sponsored functions, no sound amplifying devices may be brought in and used in any amenity area. Radios and similar sound producing devices may only be used with earphones so as to avoid disturbing others. Exceptions to this policy must be approved, in writing, by the Board.
- No Association equipment or furniture may be removed from or relocated within the amenity facilities.
- Sleeping in the amenity areas or common elements is prohibited.
- All users of common elements and amenity spaces will be civil toward and respectful of other



residents, guests and Association staff and must monitor noise so as to not be disruptive.

- All users shall comply with the rules and regulations of the Association, guests and invitees shall not wander unaccompanied throughout the building, and all users shall adhere to any and all applicable laws when on the property.

### ***Reservation of Amenities***

The party room and guest suite may be reserved in advance, for a fee, and on a first-come/first-served basis by residents whose recreational or other privileges have not been suspended at the time of making the reservation. Additionally, in the event the resident's recreational or other privileges are suspended after reservation is made, the reservation shall automatically be revoked. Neither former residents nor absentee unit owners may reserve or use the party room or guest suite without advance, written permission from the Board.

Requests for reservations can be made by completing the appropriate form obtained either from the concierge or on Midtown's website, <https://www.townsq.io/> (cut and paste to use in chrome) Completed reservation and use forms are a contract between the resident and the Association and should be submitted to the concierge for processing. Deposits and use fees are required to reserve an amenity for exclusive use and must be submitted with the reservation application and use form. Please note that checks provided for rental fees may be deposited at any time after submission.

The resident reserving the amenity is responsible for cleaning the amenity after the function has ended. The resident reserving the amenity must participate in a pre- and post-inspection of the amenity with the concierge and must initial the inspection checklist after each inspection. Should the condition of the amenity be unacceptable after a resident's use, as determined by Association staff, a cleaning charge equal to the cost charged by the cleaning staff will be applied in addition to any applicable repairs and replacements that will be charged at actual costs. Deposits for the amenity use will be used to pay any cleaning, repair or replacement charges and any remaining amounts that are not promptly paid in full upon demand shall be an assessment against the applicable unit pursuant to Section 55-79.83 of the Virginia Condominium Act (the "Act") and Section 91(a) of the Bylaws.

Users of the amenities may not make any permanent changes to the amenity, including taping or pinning items to walls and furniture, and may not impose unreasonable wear and tear.

Midtown amenities may not be reserved on behalf of non-residents (such as friends, associates, absentee unit owners, or others) who would be the de facto hosts. The resident reserving the room must be present for the duration of the function for which the amenity is reserved. The resident reserving the room is responsible for the actions of his or her guests at all times while the guests are on the property, whether the resident is present or not. Unit owners are responsible for the actions of their tenants and their tenants' guests. Residents may not charge any amount whatsoever in connection with use of an amenity.

The resident reserving the party room must indicate his/her intent to serve alcoholic beverages. The resident may not, under any circumstance, charge for alcoholic beverages or collect money to cover or defray the cost of alcoholic beverages served. In the event that the Association's management, staff or other designated representatives have cause to believe that under-age drinking is occurring or has occurred during a private event or that guests are drinking in excess, the Association's representatives may immediately terminate the event and cause all guests to vacate the premises and all residents to vacate the

amenity areas. The Association may also request the assistance of appropriate law enforcement agencies in dealing with such incidents.

Any conflict with the use of and reservations of these facilities will be resolved according to the following order of priority:

- Resident event on a first come/first served basis.
- Scheduled meetings or functions of the Association, Board, Committees, sub-committees, and ad hoc groups
- Regularly scheduled recreational or club meetings
- Management meetings

The party room is not available for reservation on national holidays, Easter Sunday, Christmas Eve, Christmas Day, New Year's Eve, Super Bowl Sunday or at any time during any three-day weekend during the pool season. In addition, the party room is unavailable for reservation within four hours of an Association function.

### ***Reservation Deposits, Use Fees, and Reservation Application and Use Agreement***

Inquire with the concierge, management and/or the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) for current reservation rates and use fees, which shall be subject to modification from time to time. The reservation rates and use fees can also be found in the Party Room Reservation Application and Use Agreement and the Guest Suite Reservation Application and Use Agreement.

In order to begin the process to reserve any of the amenities for private use, the resident must provide the Association with an executed Reservation Application and Use Agreement and the applicable security deposit and fees, provided no sooner than 30 days prior, and no later than 72 hours before the scheduled reservation. The Reservation Application and Use Agreements is available through the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome).

Residents are encouraged to check with the concierge for availability of amenities, but the concierge's determination of apparent availability may be subject to change. Management will review the application and notify the resident to confirm the reservation is final. Reservations are not complete until management approves the reservation and transmits approval to the resident.

### ***Amenity Space Occupancy Limits***

In accordance with Fairfax County Fire Code Regulations, the following load capacity shall be observed:

<u>Amenity space</u>	<u>Occupancy limit</u>
Party Room	30
Grill Deck	58
Fitness Room	19
Pool Deck	210
In the pool	54
In the spa	6
Cyber Café	36

### ***Liability***

The use of all amenities, including the fitness room, grill area, spa, and pool are at the user's risk. Any person using or reserving any amenity is responsible for any cleaning costs, damage repair or replacement costs, and any additional expenses incurred due to their or their guests' use and shall indemnify and hold the Association, its members, officers, employees, guests and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorneys' fees, of any type arising from the use of the facilities or from the serving of alcoholic beverages. Users of the amenities are liable for damages resulting from their abuse, misuse or negligent use, and unit owners are liable for damage caused by their tenants, their guests, and their tenants' guests.

If an amenity reserved for private use (party room or guest suite, for example) but is not available as scheduled, due to mechanical problem or scheduling error or other reason, the Association's liability shall be limited to returning any rental fees and deposits.

### ***Fitness Center***

- The fitness center is available for use at any time, with noise minimized from 10 p.m. to 6 a.m.
- All weights and equipment must be returned to their designated rack, location or position after use. Dropping weights on the floor can damage the equipment and the floor, is disruptive to residents in the fitness center and nearby units, and thus is prohibited.
- Residents are limited to 30 minutes on a given piece of equipment when another resident is waiting to use said piece of equipment.
- Cell phone calls may not be made or taken in the fitness center. Gym users must step out of the gym to talk on a telephone to avoid disturbing other gym users.
- Because extended conversations may be audible to others and can be disruptive to residents using the fitness center, users must take such conversations out of the fitness center.
- The fitness center guidelines can be found in the fitness center.

### ***Swimming Pool and Spa***

The swimming pool, spa and pool deck have a separate set of regulations, updated and published annually, prior to the opening of the area each year. Residents are required to acknowledge, in writing, receipt of the revised regulations before pool pass wristbands are released and before residents and their guests are permitted to use the pool. Residents' use rights for the pool deck may be suspended under Section 9.1(h) of the Bylaws, due to non-payment of assessments or other violations of the Governing Documents.

## ***Grill Area***

- The grill area may be used by residents between the hours of 9:00 a.m. and 10:00 p.m. (including time to clean the grills), seven days a week. Grills may be used between those times unless in use by another resident.
- When there is a wait, each unit's use of the grill is limited to 20 minutes.
- Residents must cooperate on the use of the grills. For example, if the entire grill is not needed for one resident's cooking, others must be permitted to cook on another part.
- Residents are responsible for cleaning the grill after use.
  - Contact the concierge if the grills are soiled upon arrival; video footage may show who left the grill dirty so management and/or the Board may take appropriate action.
  - Please be conscientious about cleaning the grills after use. It's much easier to clean them when they're still hot and a lot harder for the cleaning crew to clean them the next day when they're cold.
  - Failure to clean the grills is a violation of the Governing Documents and may be enforced accordingly and residents will be charged for the cost of cleaning equal to the hourly rate charged by our cleaning staff.

## ***Guest Suite***

Residents interested in reserving the guest suite for their guests may start the reservation process by completing and submitting a Guest Suite Reservation Application and Use Agreement form to the concierge along with checks for the deposit and rental fee. Visit the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) or the concierge desk for forms, suite availability and current rates. Just as any other amenity, the resident may not charge the occupant of the guest suite any amount in connection therewith for any reason.

- A maximum of four people may stay in the guest suite.
- Check in is at 3:00 p.m. and check out is at 11 a.m.
- The guest suite is non-smoking.
- No pets are allowed.

## ***Billiards Table***

Billiard table equipment may be checked out in one-hour increments (no charge) with the concierge on a first-come, first-served basis. Photo identification is required to secure the equipment. Use of the billiard table does not preclude residents from sharing use of the party room while residents are playing billiards, unless the party room itself has been reserved.

## ***Additional Amenity Information***

A number of documents and references, are all available on the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) provide additional information about Midtown's current amenity areas policies and rules.

## **SECTION IV – Access**

### ***Electronic Key Control***

All access devices must be registered with management. The maximum number of active access devices allowed per unit is six. Additional building access devices may be purchased for \$75.00 (up to the maximum allowance of six active devices). Any exceptions to this rule must be approved, in writing, by the Board. The cost for additional fobs or cards may be amended by the Board.

Lost fobs and key cards must be reported to management immediately. A new fob or key card may then be purchased for \$75.00 and the lost fob or access card shall be deactivated. Malfunctioning fobs or cards that are returned to management may be replaced for \$50.00. The cost of replacement for lost or malfunctioning fobs or cards may be amended by the Board.

Management may conduct periodic audits of active fobs and access cards, providing owners reasonable notice and time to meet the audit deadline. Any fobs or access cards unaccounted for will be considered lost and will be disabled. Any unit that does not provide access-device identification information to management upon request may have any non-identified devices deactivated until they are identified and properly associated with the unit. (If the serial number on an access device has worn off, please arrange with management to identify the device by fobbing several times in a row at a given door, so the access logs can be used to find the identifying number.)

### ***Building Access Policy***

The only persons who have unfettered access to Midtown are residents and Association management and staff who are in possession of their key card or fob. All other persons accessing the property must comply with one of the following:

- **Guests:** A guest may be admitted to the building either by buzzing them through using the keypads located at the 2 public entrances to the building or by personally accompanying the resident into the building. A guest is not permitted to enter the lobby unescorted unless they have been buzzed in by the resident using the callbox system.
- **Guest-Visitors:** Residents may register certain guests who periodically access the building on the Association website here <https://www.townsq.io/> (cut and paste to use in chrome) or using the form available from the concierge. The unit owner must leave a copy of the key to that resident's unit at the front desk in a clearly marked envelope. A guest-visitor may be admitted to the lobby by the concierge, present identification to the concierge and, if authorized, receive the key. A guest-visitor's access is limited solely to those parts of the building necessary to access the applicable resident's unit and may not venture anywhere else. Guest-visitor access is intended for personal friends and family who frequently visit the building when the resident is away. The Association may revoke guest-visitor status for any reason.
- **Guest-Contractors:** Residents may register contractors and service providers who periodically access the building on the Association website here , <https://www.townsq.io/> (cut and paste to use in chrome) or using the form available from the concierge. The unit owner must leave a copy of the key to that resident's unit at the front desk in a clearly marked envelope. A guest-contractors may

be admitted to the lobby by the concierge, present identification to the concierge and, if authorized, receive the key. A guest-contractor's access is limited solely to those parts of the building necessary to access the applicable resident's unit or agreed upon meeting place and may not venture anywhere else. Guest-contractor access is intended for contractors and service providers of the resident (e.g., cleaning service, home repair contractors, pet-walkers) who visit the building when the resident is away. The Association may revoke guest-contractor status with good cause.

- **Real Estate Agents:** If a unit owner has engaged a licensed real estate agent(s) to sell or lease a unit in accordance with the terms of this Handbook, the owner must register them as a guest-contractor (see above) and they shall have the same status as guest-contractor. Moreover, the following additional requirements shall apply to real estate agents:
  - The agent may leave a key in a "lock-box" or "key-box" at the front desk. The unit owner must provide the key. The emergency keys maintained by the Association cannot be used.
  - The agent or another licensed agent may be admitted to the lobby with prospective renters/buyers. The agent must identify him or herself to the concierge immediately, provide proof of identification and a business card and request the key(s). The concierge may provide the key to the agent only.
  - When the agent is through showing the applicable unit(s) they must return the key to the box and exit the building.
  - In the case of an "open house" the agent(s) must submit an Open House Registration Form to the Association. The agent must also be present at all times and individually escort prospective renters/buyers between the unit and the lobby. Agents should staff their open houses accordingly.
  - Under no circumstances will the concierge allow a prospective renter/buyer to access the building unescorted.
- **Special Delivery personnel:** The concierge may, but is not required to, allow a person delivering items such as food to temporarily access the lobby and wait there until the resident comes to collect the item in person. Under no circumstances will delivery personnel be admitted to any other part of the building.

Any person admitted for any of the reasons above is considered a guest of the unit owner and/or resident and not of the Association. The unit owner and/or resident are as fully responsible for their actions as any other guest. The only exception to the above is for disabled residents who have made prior arrangements in writing with Association management and the concierge.

Residents are required to swipe a fob when entering the building, even when another resident has opened the door before them. Non-residents who enter the property without a fob or key card or without the host resident or the concierge admitting them, such as by following a resident in ("follow-ins") or entering when someone leaves the building ("let-ins"), are trespassing.

Each resident is responsible for the actions of individuals he/she grants access to the property, either intentionally or incidentally. Residents must verify that each unknown individual attempting to "follow-in" or be "let-in" is in possession of a fob or access key before allowing that individual to enter the premises. Residents that enter the building when another person opens the door, still must swipe their key

fob to show they are authorized to enter.

Residents who witness unauthorized access to the property should inform the concierge immediately. The concierge may contact management and/or the Fairfax County police department for assistance and will note the date and time of the incident for security camera footage review by management and/or the Fairfax County police department.

The concierge is not a doorman, and residents are required to use their fob or key card to access the building. The concierge may admit a resident who has lost his/her fob or keys on a one-off basis, but any resident who demands admission repeatedly is abusing the concierge privilege and will be denied.

The Association, its directors, officers, agents and employees assume no responsibility for any accident, injury, damage or loss of property resulting from entry of any authorized guests.

### ***Emergency and Convenience Keys***

In order to allow for emergency entry to a unit, each owner/resident is strongly encouraged to provide management with a working emergency/convenience key to the unit and any mechanical rooms. These keys will be stored in a secured-access system. The keys will be coded in such a way that the unit to which the key belongs will not be apparent.

The owner or resident is responsible for ensuring that management is informed, in writing, of any changes in the person(s) authorized to gain entry with the assistance of the concierge or management. The proper forms may be obtained through the concierge or at the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) Emergency/convenience keys may also be used by unit owners/residents in the event of a lockout. In case of a lockout in the absence of an emergency/convenience key, the owner/resident may contact a locksmith at his/her own expense to gain entry.

Management will require each owner to complete a Key Retention and Emergency Courtesy Key Release Form at move-in and upon acceptance of emergency/convenience keys to be placed in the secured-access system if a resident chooses to retain a key in the system.

Only management or designated personnel are authorized to access emergency keys. The electronic key tracking system maintains a log of all use of the keys. The concierge logs the issuance of each emergency key in their shift reports. The unit owner will be notified each time their unit is accessed by management.

If no emergency key is on file with management and an emergency situation arises, access to the unit and/or mechanical room will be made by whatever means necessary, including force. The unit owner will be responsible for any cost of emergency access, for the prompt repair/replacement of any damaged lockset or door, as well as any risk of loss by theft or injury resulting from any unauthorized entry that may occur while the door remains damaged.

Unit owners and residents agree to indemnify and hold the Association, its members, officers, employees, guests and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorneys' fees, arising from the performance of maintaining an emergency/convenience key or any act. Additionally, the owner/resident agrees to assume all responsibility for all authorized entry to the unit including any entry resulting from failure to update the list of persons authorized to access the unit. The



Association or its managing agent, upon issuance of a convenience key, will not be responsible for the convenience key if it is not returned by the authorized user.

Changing locks on the unit entry door requires an Architectural Change Request form.

### ***Additional Access Information***

A number of documents and references are all available on the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome), provide additional information about Midtown's current access policies and rules.

## **SECTION V – Moving Into and Moving Out of Midtown**

### ***Required Documents***

Certain documents are prerequisites to moving into Midtown Alexandria Station Condominium. New owners must provide a copy of the settlement statement (i.e., Closing Statement) from their purchase of the unit and must complete new resident information forms. If the new owner has not yet closed and does not have settlement statement available, they may provide the sales contract executed by both the unit owner and buyer. Unit owners who later lease their units must provide a copy of the lease signed by all parties, as well as a copy of all lease addenda, and must work with tenants to ensure all new resident information forms are completed before tenants may be permitted to move into the building. It is the owner's responsibility to ensure that all required documents are timely completed and accepted by management to facilitate the tenant's move-in to the unit. A sales contract, in absence of a Closing Statement, can suffice to reserve the loading dock and elevator.

### ***Move In/Move Out Procedures***

All Midtown moves must be made through the building's loading dock and service elevator. Containerized moves (use of services like PODS) are not permitted due to the demand for the loading dock and Midtown's daily trash and recycling removal services.

Any unit owner, resident, or lessee of a unit owner planning to move in or out of the building (whether moving from one unit to another or moving in or out of the building) must schedule the move with the management office in advance of the move. Loading dock and service elevator reservations are on a first-come/first-served basis and are requested by submission of a Loading Dock Reservation Form. All moves/deliveries require a security deposit which is fully refundable if no damage is noted as a result of the move. Management will approve a reservation request of the loading dock and service elevator only after receiving a completed reservation form, move-in fee and security deposit. Current rates are available at the concierge desk or through the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) Moves may be scheduled to occur between 8:00 a.m. and 8:00 p.m., and loading dock reservations are provided in four-hour increments, from 8 a.m. to noon, from noon to 4 p.m., and from 4 p.m. to 8 p.m. Loading dock and freight elevator reservations are final and firm only after management confirms the reservation to the resident by email or other written notice; merely submitting the reservation form does not reserve the requested time window. While a move may start early or run late if the previous or succeeding window is not reserved by another resident, management will not reserve multiple windows



to accommodate self-moves or for containerized moves or other reasons. Moves in the last time window of the day must be complete by 8 p.m. so as not to disturb neighbors.

One elevator (north side of the building) is designated as the “service elevator.” The service elevator may be reserved for no longer than four hours for a move into/out of a unit. The service elevator is the same dimensions as a standard elevator with padded sides (42” L x 65” W x 84” H). The service elevator may be reserved for no longer than four hours for a move into/out of a unit. Moves may be scheduled for fewer than four hours. Time extensions must be authorized in advance by the management office or the Board. In all cases the loading dock area and service elevator must be vacated by the end of the move window. Any failure to vacate these areas in a timely fashion may result in a forfeiture of the security deposit. All costs incurred as a result of a move not being completed within the allocated time window will be the responsibility of the owner and any amounts exceeding the security deposit shall be due and payable as an assessment against the unit’s Association account. Please note that the move in/out cannot interfere with the building’s trash or recycling removal service; the loading dock must be yielded for the brief time required for the trash vendor to collect the trash and recycling, even in the middle of a move.

Any costs incurred as a result of a move being delayed or rescheduled due to bad weather, loading dock resident scheduling error, will be the responsibility of the owner or resident. It’s the resident’s responsibility to confirm the correct date and time of their reservation.

Before a move, the loading dock, service elevator, and the path of the move will be inspected by management or the concierge together with the owner or his/her designee. The staff will demonstrate proper operation of the service elevator. The resident is must participate in pre- and post-move inspections and initial both inspection forms. Residents should understand that the inspection system is for the benefit of both residents and the Association; the pre-move inspection should identify any existing damage, but without this inspection, the moving resident may be held responsible for this damage. Thus, it is in the resident’s best interest to ensure both inspections are timely and thoroughly completed.

The resident will be required to cover or protect all finished areas, including but not limited to, the lobby, hallway carpet and corridor corners and walls and features through which the move will be made. The Association reserves the right to cancel a move if, in the opinion of management, insufficient protection is provided.

All moving company personnel are guests of the resident, must conduct themselves in a professional manner while on MASC property and to treat the building and all residents, guests, and staff with care, respect and courtesy. Under no circumstances is anyone, including moving company personnel, allowed to smoke in any area of the building, including the loading dock.

No furniture, furnishings, equipment, etc. shall be kept in the hallways and in no event shall hallways be blocked to foot traffic. If there is an emergency, all residents must be able to use the hallways without impediment.

When a move is completed, an inspection will be made by management or the concierge with the unit owner or his/her designee to identify any damage caused by the move. Any damage must be paid for by the unit owner, and the deposit will first be applied to any amount owed for damages. The resident is expected to notify the concierge that the move is complete, so the concierge can timely secure the loading

dock and conduct the post-move inspection. Residents must take their own cardboard boxes and other moving trash and recyclable materials down to the first floor, to the trash and recycling bins located in the loading dock. Boxes and moving-related trash must not be left in trash rooms on any other floor of the building for the cleaners to remove.

All larger items (i.e. crates, boxes which are not broken down, etc.) that do not fit in the appropriate trash/recycling receptacle shall be hauled off site by the moving company or the owner. If any such materials remain after the move, the unit owner may be charged for the cost of removal.

Responsibility is solely upon the unit owner to ensure the management and employees of their moving company (or similar contractor) are aware of and adhere to these moving procedures. Any deviation may result in damage to the building, the cost of which will be the responsibility of the unit owner. Management may be available by appointment, in person or via telephone, for 10 minutes to meet with a representative of the moving company in advance of the scheduled move date to assist with any building orientation needed.

### ***Delivery or Removal of Small Items***

Any item that can be carried by one person and/or fit fully on a luggage cart may be delivered or removed through the front door. All other items must be transported through the loading dock and are subject to the move in/out policies.

### ***No Moving through the Garage***

Residents are prohibited from moving furniture or other large items through passenger elevators, through the garage, or through the lobby, and if found doing so, may be assessed monetary penalties (whether the intent was to evade these fees, or not), and/or assessed charges for any damage the resident cannot prove predated their move. Moving through the loading dock triggers the pre- and post-move inspections, which protect both MASC and the moving resident. All construction and renovation materials must also be brought in through the loading dock and service elevator and not through the garage.

### ***Use of Association Carts***

The Association may keep light-duty carts on hand for the convenience of residents moving items. These carts are intended for occasional use to move items between units, storage units, and resident cars. These carts are not intended for heavy-duty use, and they may not be used for residents moving into and out of the building. These carts may not be taken out of the building—i.e. beyond the garage or loading dock or front lobby parking spaces. Residents found using Association carts to move into or out of MASC may be assessed monetary charges. When a resident wishes to use a cart to move items to or from a guest vehicle, the vehicle should be pulled to the front entrance just long enough to load or unload. Carts may not be wheeled out to the guest parking lot. Carts may be checked out with the concierge and must be returned within 30 minutes. Monopolizing a cart or not returning a cart to the concierge is grounds for loss of the privilege of using the carts and grounds for an assessment and other enforcement action. *The Association maintains a flatbed cart that may be checked out and used to move large, heavy, or bulky items, but its use is also limited to 30 minutes, and it may not be used for moving into or out of a unit.*

### ***Additional Information about Moving Into and Out of Midtown***

Additional information about, and required documents for, moving in and out of Midtown may be found

on the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome), Management personnel may also provide guidance consistent with this Handbook.

## **SECTION VI – Decorating and Remodeling**

### ***Decorating***

The interior of all units may be decorated to appeal to a resident's individual taste without approval from the Board, with the following exceptions:

- All blinds or window coverings must appear white or off-white from the exterior;
- The unit owner must obtain written approval from the Association before replacing any lock, handle or other hardware on the unit entry door. The Association will require that the appearance of the door from the hallway remain the same.
- Residents may not drill into the building's concrete floors or ceilings, because of the risk of structural damage to the building, and this may limit some design choices. See below under Remodeling.

### ***Remodeling***

The following rules maintain structural integrity of our high-rise building for the safety of residents and exterior uniformity of our community:

- No resident shall make any structural addition, alteration, or improvement in or to his/her unit without the prior written consent of the Rules and Covenants Committee with a completed Architectural Change Request form.
- Residents are not permitted to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, signs, slabs, sidewalks, curbs, gutters, patios, terraces, decks, balconies, porches or driveways, or to make any change to or otherwise alter (including color) the unit exterior or the limited common elements of the property.
- Unit owners may not install satellite dishes or exterior antennae except as permitted by law.
- No resident may combine or join two or more units (or parts thereof) except in accordance with the Governing Documents and applicable law.
- No resident may partition or remove any window or exterior door of any unit without prior Board approval.
- No resident may make any changes within his/her unit that will alter the safety, structural integrity of the building or that will impact the interest or welfare of any other resident.
- Due to post-tension cables in the concrete, no drilling is permitted in the floors or ceilings of any unit because such drilling could catastrophically affect the structural integrity of the building.
- To minimize risk to building systems behind the drywall, nails and screws longer than 3/4- inch are not permitted.
- Waterbeds are not permitted.
- Any renovations with a value of \$1,000 or more must be done by a contractor licensed to provide such services in the Commonwealth of Virginia.
- A minimum general liability insurance policy of \$1 million is required for all contractors working

on MASC property.

Owners wishing to install or replace hardwood or tiled floors must install a minimum sound-deadening underlayment rated by the International Building Code at IIC-STC 60 Superior.

Unit owners wishing to make a structural change, alteration, or improvement to a unit must complete an Architectural Change Request form. The form is available at the concierge desk or through the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) under Forms and Documents tab. The application includes information on the types of projects that do and do not require approval, but if unsure whether a desired alteration requires an Architectural Change Request, contact the management office. All requests must be emailed, hand-delivered, or mailed to management. The Rules and Covenants Committee and/or the Board will review and approve or deny any complete written request by a unit owner for a proposed structural addition, alteration or improvement in such unit owner's unit within 45 days after such request. If the application is incomplete or additional details or documents are required, the application will not be considered complete, and the 45-day approval window will not start until the unit owner provides the requested information and documents. Failure of the Committee or Board to act within 45 days constitutes approval to the proposed structural addition, alteration or improvement, provided it is not otherwise prohibited by the Association's Governing Documents, including this Handbook.

## **SECTION VII – Trash Disposal**

### ***Trash Disposal***

Trash disposed of down the trash collection chutes is collected into an industrial trash compactor in the loading dock. Dust, loose paper, dirt, debris, Styrofoam, liquids, vacuumed material, packing peanuts, and other small objects and particulates may coat the compactor's sensors and cause it to malfunction leading to costly repairs and inconvenience to residents while the machine is down. Therefore, all trash must be properly contained in a plastic kitchen trash bag, securely fastened and disposed of in either the trash chutes, proper receptacles in the loading dock or as otherwise directed and provided for by management. Large lawn and leaf bags shall not be placed in the trash chutes. Garbage or trash shall not be placed elsewhere on any common elements, and unit trash may not be disposed of in common area trash bins, including garbage cans in the garage. Cardboard boxes, clothes hangers, and large items shall not be tossed down the trash chutes.

All pet waste must be placed in the designated pet stations located on the outside of the building or be double-bagged when disposed of in trash chutes. Loose kitty litter, paint, cooking oil, batteries or other hazardous materials will not be tossed down the trash chutes and must be disposed of off-site per Fairfax County Household Hazardous Waste: <http://www.fairfaxcounty.gov/dpwes/trash/disphw.htm>.

Boxes and bulky or heavy items, items not securely bagged and items not fitting easily in the chute must be broken down and taken to the trash area of the loading dock.

Management will provide specific instructions for disposal of exceptional items such as Christmas trees.

The Association pays for periodic bulk trash pick-up every other month; Management will notify residents

and also send reminders in building updates and the newsletter.

The mail room must be kept clean of any trash or debris. The receptacle in the mail room island is a recycling bin for paper items.

### ***Trash Rooms***

Under no circumstances may anything be left on the floor in or around the doorway to the trash rooms.

Residents must place recyclables in the bins in the trash rooms. The use of trash chutes for newspapers and other recyclable trash and waste is prohibited. Boxes or other items too large to fit in provided bins shall be hand carried down to and placed in the appropriate dumpster in the first-floor recycling area of the loading dock.

Residents must not leave bulky items such as construction materials, packing crates, carpet and/or furniture in the trash rooms or the loading dock area without authorization from management. Residents will be charged the costs for the removal of bulk items or hazardous materials that have not received approval from management and may be subject to further enforcement action.

Boxes must be broken down before being left in the trash room and excessive boxes must be taken to the loading dock and disposed of in the correct bin.

Residents having repairs or renovations done in their unit are responsible for disposing of all construction debris either themselves or through their contractor. Association dumpsters and recycling bins may not be used for the disposal of old carpets, drywall, lumber, or other construction debris. Materials and debris may not be placed in common areas during work, and unit owners must ensure contractors keep hallways and elevators clean when materials are transported to and from the unit.

## **SECTION VIII – Bicycles**

### ***Storage***

Bicycles must be secured in the racks provided in the garage area, along the garage railings that are wholly within the resident's parking space, in an Association-designated bicycle storage room, if any (a rental fee may apply), in the owner's storage unit, or in the resident's unit. Bicycle storage at MASC is at the resident's risk. Bicycles may not be stored on balconies.

When using the racks, bicycles should be parked in the appropriate manner. Parking "across-the-slots" limits use and is prohibited. Bicycle owners must take their bicycles through the garage door when entering and leaving the property.

The fenced-in area on the first level of the garage directly across from the automated vehicle doors houses maintenance equipment and access panels and therefore may not be used for bicycle storage. Bicycles stored or secured to the railing in this area may be removed and disposed of without notice or compensation to the owner of the bicycle.

## ***Registration***

It is recommended that bicycles be registered with the management office in case management needs to move bicycles for maintenance of the garage. Failure to register a bicycle may result in locks being damaged, at the owner's expense, in the event of an emergency or a need by management to move the bicycle.

## **SECTION IX – Storage**

### ***Storage Units***

Unit owners who have purchased the right to use a limited common element storage area may store personal items in their designated storage area. Nothing may be stored in this area that may create a fire hazard or unsanitary conditions. Hazardous and illegal materials may not be stored in this area. Petroleum fuels (gasoline, diesel, propane, etc.), paint, and other flammable liquids may not be stored in these units.

No storage is permitted in any other portion of the common elements including the “hall” of the storage rooms. Items stored in common elements are subject to removal and disposal by management without notice, and unit owners who store items in these areas may be assessed for such removal and disposal.

Unit owners are responsible for the routine and custodial care of their storage areas. Individual locks for storage rooms and cages must be provided by the unit owner or resident, and owners and residents are expected to keep the space locked at all times. Fairfax County Fire Code requires at least 18 inches of open space between the storage room ceiling and the contents of storage units.

### ***Garage***

Parking spaces in the garage and resident surface lot are intended for car, motorcycle, trailer, and bicycle parking and may not be used to store other items (e.g., car cleaning or repair items, carts, tires, etc.) without prior written approval from the Board. Such approval will ordinarily not be granted, absent a proper, written request for a reasonable accommodation for a disability.

## **SECTION X – Fire Safety**

### ***Safety Procedures***

The following procedures have been prepared for your safety in a fire emergency.

In accordance with Fairfax County Fire Prevention Code, stairwell doors must remain closed when not in use. Doors should never be propped open. Management maintains an Emergency Evacuation Assistance List, which is provided to the Fairfax County Fire Department. Please make clear on the unit's Personal and Unit Information Form if assistance is needed for unit occupants in the event of an emergency or evacuation.

In case of a fire, do not go to the roof and do not use the elevators!

### ***In the Event of a Fire in Your Unit***

- Alert other residents of the unit and leave immediately, taking your door key with you. Close the door, but leave it unlocked if possible.
- Locate the nearest alarm pull station and pull to sound the alarm. Proceed immediately to the closest stairwell and exit the building.
- Call the fire department as quickly as possible from a safe location.
- Wait in a safe place until the fire department advises you that it is safe to return to your unit.

### ***If You Hear the Alarm Sound and You Can Evacuate***

- Alert others in your unit, take your door key with you, and prepare to leave the building.
- Feel the door with your hand before opening it.
- If the door is not hot, open it carefully and check for smoke in the hallway. If you cannot safely leave, remain in your unit (see the next section, entitled “If You are Unable to Evacuate”).
- If you can reach an exit stairwell and it's clear of smoke, exit down to the street. If this stairwell is blocked by smoke, go to an alternate stairwell and exit to the street. If all stairwells are blocked by smoke, return to your unit (see the next section, entitled “If You are Unable to Evacuate”).
- Once you have safely exited the building, remain in a safe place until the fire department advises you that it is safe to return to your unit.

### ***If You are Unable to Evacuate***

- Call the fire department via 911 and tell the dispatcher that you are trapped in your unit.
- Close your main corridor entry door. If smoke is in the hallway, place blankets, sheets or clothing around the door to keep smoke out. Wet this material if necessary. Duct tape can be used for this purpose as well.
- Run water in the bathtub for use in wetting sheets or blankets.
- If smoke enters your unit, turning on bathroom exhaust fans may help.
- To get fresh air, you may open balcony doors or windows. Do not break out glass. Depending on wind direction, you may find it necessary to close the windows or doors again.
- Remain close to the floor and wait for firefighters to arrive. If smoke is in your unit, putting a wet cloth over your nose and mouth may be helpful.

### ***Protection Devices within the Unit and Building***

Early warning smoke detection devices have been installed in each unit, elevator, common area hallway, and trash room. There are automatic sprinklers in all units, common hallways, storage rooms, and trash rooms, as well as throughout the garage. This equipment is to supplement, not replace, the residents own smoke and/or carbon monoxide detectors. The resident is responsible for maintaining his or her detectors in working order.

The building employs “selective” alarm systems designed to ring only on the fire floor and the floors immediately above and below the fire floor. Smoke and fire detection or warning equipment should never be tampered with or in any way adjusted by a resident.

In the event of a fire, all elevators may return to the first floor and may be unavailable for use. Manual pull-alarm stations are located in each hallway and near each stairwell. Strategically located fire extinguishers are available in stairwells.

## **SECTION XI – Updating Owner and Occupant Information**

### ***Ownership and Occupancy Data***

Owners and residents must notify management promptly of any changes in ownership and occupancy. This information is used to determine authorized users of Association amenities and to provide management the ability to contact residents in emergencies and for other Association notices. Owners and residents must provide this information by submitting or updating the Personal and Unit Information Form or through the Association website, and the must be updated whenever an occupancy change occurs – e.g., a change of roommate or a significant other moving into the unit. Forms are available at the concierge desk and on the MASC website, <https://www.townsq.io/> (cut and paste to use in chrome).

### ***Lease and Tenant Information***

Unit owners renting their units must provide a copy of the current lease executed by both the landlord and the tenant before the tenant moves in. Unit owners are encouraged to use the Association’s standard form Lease Addendum, which includes provisions designed to protect the landlord, the tenant, and the Association. Failure to provide a lease is grounds for rejecting a move-in request, suspending access and amenity privileges, and taking other enforcement action.

From time to time, the Association may instruct management to conduct a building-wide census. All owners and residents are required to cooperate and provide updated information during such a census, and failure to provide requested information may result in a hearing and other action.

## **SECTION XII – Parking and Vehicle Operation**

### ***Parking and Vehicle Operation on Association Property***

All motor vehicles must be registered with the Association management. The registration requirement is for the protection of the resident and unit owner and so that management may efficiently look up and contact the proper owner or resident in the event of a problem in the garage and a need to move the vehicle.



Failure to provide or update the vehicle information may result in the otherwise avoidable towing of the vehicle at the owner's expense.

All parking is reserved and assigned to the owners of Midtown. Residents may park only in the limited common element parking spaces they have the exclusive right to use or as invited by or leased from another owner. Vehicles must be parked within the confines of the parking space(s) assigned, between the left and right lines and not protruding beyond the concrete posts/painted space numbers into the common element traffic area. There is a separate parking area designated for visitors, and visitors must properly display a visitor parking pass (so that the parking pass is clearly visible and readable through the windshield) or the vehicle may be towed at the owner's expense.

No unlicensed motor vehicles, including vehicles with expired registration and motorized bicycles, motorcycles, mini-bikes, go-carts, etc. shall be operated on or parked upon any common elements or limited common elements of MASC. Motorcycles may be parked in the striped area at the North end of the garage, with a limit of two per unit; the first motorcycle is free, and the second one may be parked for \$10/month. Motorcycles must be registered with the management office before parking in these areas, or risk being towed at unit owner expense.

Minor or emergency repairs, excluding fluid changes or other work which might soil the common elements, are permitted on common elements/limited common elements but must be completed within 12 hours from the starting time of the repair. Major repairs (including but not limited to engine, transmission, and rear end overhaul) are prohibited.

Dumping, disposal or leaks of oil, grease, or any other chemical, residual substances, or any substance or particles from vehicles or containers of any type (as a result of the repair, maintenance, carelessness, or otherwise) is prohibited. Disposal must also conform to applicable environmental regulations. No oil, grease or other chemical, residual substances may be disposed in the Midtown trash receptacles.

The dumping of motor oil and other petroleum products into the storm sewers is a violation of Federal, Commonwealth of Virginia, and Fairfax County water control laws or ordinances and may lead to civil and criminal penalties and clean-up costs for the responsible person(s).

All motor vehicles (including motorcycles) shall be operated in the paved parking areas only. Parking in the fire lanes, common areas and where access to other common areas is impeded is prohibited, especially along curved curbs. Vehicles may not be parked as to impede pedestrian ingress or egress to the building.

Unit owners will be held liable for all costs to repair damage to common elements caused by repair operations on the vehicle, or storage of any combustible, dangerous or otherwise hazardous material on common areas (regardless of the type of container).

Trucks greater than three quarters (3/4) of a ton in size or that exceed the dimensions of a parking space are prohibited. Height limits are posted at the entrance to the garage.

Non-resident owners may not use the parking areas for the storage of any vehicle, including but not limited to automobiles, motorcycles, boats, trailers and campers.

Motor vehicles must be operated in conformity with traffic control signs posted on the premises and in accordance with the traffic ordinances of Fairfax County and the Commonwealth of Virginia. Motor vehicles shall not exceed the posted speed limit while operating in the garage, and headlights must be on at all times. In accordance with Virginia Code, horns may only be used in emergency situations.

Operation of any motor vehicle in violation of the Code of Virginia, as amended, is prohibited. The Board has provided consent for law enforcement officers to patrol the property, and they are hereby empowered to enforce all motor vehicle laws in the streets and Midtown common elements.

Vehicles parked on MASC property must be in compliance with Commonwealth of Virginia and Fairfax County laws. Violations of this rule may result in the posting of notice on the vehicle directing removal of the vehicle or correction of the violation within a specified time period.

All vehicles parked on MASC property must be maintained in an acceptable state of repair to meet the following conditions:

- Powered vehicles must be maintained in operating condition.
- Tires supporting vehicles on common areas must be inflated at all times so that they can be moved in the event of an emergency.
- No fluids may leak from the vehicle.
- Valid registration stickers, license plates, and inspection stickers must be displayed and current insurance must be maintained.

Unauthorized parking or standing of vehicles is prohibited on all condominium common elements, including drive ramps, garage common elements, visitor parking spaces, loading docks, walkways and bicycle parking rack areas. Improperly parked vehicles are subject to towing in accordance with Fairfax County trespass towing laws.

Recreational vehicles, including but not limited to motor homes, boats, travel or camping trailers shall not be kept on the common elements.

All users of the Midtown garage and surface parking areas are subject to the Governing Documents and infractions may result in towing of the subject vehicle as well as other enforcement actions. Costs associated with towing and/or enforcement will be assessed to the responsible unit

### ***Handicapped Parking***

Guest and garage parking spaces designated as handicapped parking are reserved for vehicles displaying a valid special vehicle parking permit, decal or license plate issued by the Commonwealth of Virginia or similar authorization from another state, by the Board, or by the management office. In addition to the formal handicapped decal or plate, MASC guest parking passes are required when parking in a guest space, even for handicapped vehicles in handicapped guest parking spaces.

### ***Guest Parking***

The Association maintains a limited number of parking spaces for use by guests of residents. Visitors must obtain a guest parking pass from the concierge or management before parking in visitor spaces, both those by the lobby entrance and those in the guest parking lot that is located on the north side of Midtown Avenue. All visitor parking spaces at MASC require MASC parking passes, including the handicapped

parking spaces and the spaces near the main entrance of the building. The concierge or management will provide a guest parking pass (day, overnight, or service provider pass), which must be displayed prominently in the guest's vehicle at all times. Vehicles that do not have a guest parking permit prominently displayed and visible through the vehicle's windshield are subject to towing at the vehicle owner's expense. MASC will not be responsible for cars towed from the property. Visitor parking is limited and subject to availability. Residents are encouraged to have their guests use the Huntington Metro parking facility during weekends, as parking is free on Saturday and Sunday.

### ***Types of Guest Parking Passes***

There are three types of parking passes at Midtown Alexandria Station: Day Only, Overnight, and Service Provider. It is the responsibility of the resident and guest to ensure the correct pass is obtained, covers the needed timeframe, and is properly displayed.

**Day Only Passes:** Day Only parking passes issued to guests of a resident are valid between 6 a.m. and 11:59 p.m. on the day of issuance. Any vehicle with a Day Only permit remaining in the visitor parking lot or in designated visitor parking spaces near the entrance to the building after midnight is subject to immediate towing without notice. The Association reserves the right to limit the number of Day Only permits that may be issued to a unit during a given day or event. Currently, the number Day Only passes permitted per day without advance approval from the Board or management is ten. The default parking pass is a Day Only pass.

**Overnight Passes:** Single overnight passes are valid for one overnight stay, which is defined as any period between midnight and 6 a.m. Generally, overnight passes will be good until 11:59 p.m. on the day following the day of issue, but overnight passes issued after midnight and before 6 am will expire at 11:59 p.m. on the day of issue – i.e., they cover the first overnight and that day only. Residents may request overnight passes for multiple sequential nights, and the passes will expire at 11:59 p.m. on the day following the last overnight requested. Each unit is allocated 10 overnight parking pass “nights” each month. If it appears to management that any unit is abusing guest parking, discretionary passes beyond the Association policy limit may not be approved or may be revoked. Residents are required to arrange for overnight passes for their guests, either in advance with management or in-person with the concierge. Residents and their guests are responsible for ensuring that the overnight pass correctly spans the period required. Even if the concierge completes the pass incorrectly, the resident or guest is responsible for inspecting the pass and having it timely corrected. If a guest vehicle is towed and the pass was erroneously completed, the guest is still liable for the cost of the tow, because the guest and/or resident did not identify the error and have it corrected upon receipt.

**Service Provider Passes:** “Service Provider” permits are available on request by a resident for regular, long-term service providers, such as home healthcare workers, dog walkers, pet sitters, domestic cleaning services, etc. whose visits are expected to last two hours or less per unit. Service provider permits are laminated and semi-permanent (issued for six-month increments) that must be prominently displayed at all times while on the premises. The passes are valid for the period requested and printed on the pass, but aside for exceptional circumstances will not be issued or valid for times between midnight and 6 a.m.

The concierge intentionally does not collect contact information when issuing parking passes in order to avoid the expectation that the Association should notify the resident or guest before a vehicle is towed.

Vehicles are subject to towing without notice at any time if a parking pass has expired or a vehicle is improperly parked.

Residents may not park in visitor/guest parking spaces without a valid guest parking pass. If a resident desires to permit a guest to park in the resident's parking space, the resident may request a guest pass to park their vehicle in the guest lot.

To accommodate guests and contractors visiting for short periods, the Association encourages residents and guests to use the guest parking spaces by the front lobby entrance for short-term parking (two hours or less) between 8 a.m. and 8 p.m.

## **SECTION XIII – Pets**

### ***Pet Limitations***

Domesticated pets are welcome at Midtown. The following types and number of domesticated pets may be kept in a unit:

Domesticated pets allowed	Number of pets allowed per unit without special permission from the Board
Dogs (combined total of 70 lbs.)	2
Cats	2
Caged birds	2
Caged ferrets, gerbils, guinea pigs	2
Caged rabbits	2
Turtles or Tortoises maintained in a terrarium	2
Aquarium fish	Resident's discretion

Upon a written request, the Board may approve additional pets in the above categories for a given unit.

### ***Pet Registration***

All residents are required to register their pet(s) with the Association and be familiar with all policies and rules applicable to their pets. Residents must complete a Pet Registration Form for each pet and provide the Association's management office with the following:

- A current, clear, close-up picture of each pet;
- Proof that each pet has all legally required inoculations and vaccinations;
- Proof that each pet has all required Fairfax County permits, licenses or registrations;
- For dogs only, a cheek swab performed with management or the concierge for analysis and submission for a doggie DNA database. (Management or the concierge will photograph the dog at the time of swabbing for comparison with the registration photograph); and
- Any unit owners with pets visiting more than seven consecutive days per month or 21 days in a three-month period must notify management including submitting a DNA sample.

Residents are required to maintain and renew all licenses, registrations, and inoculations, as required by

Fairfax County, Chapter 41, Article 2 (Animal Control and Rabies Control), and to provide evidence of annual renewals to management.

Residents must register their pet(s) within 15 calendar days of maintaining the pet on the Midtown premises. Residents failing to register a pet within 15 days may subject the resident to a daily assessment until the pet is registered may be grounds for requiring the permanent removal of the pet.

Fostering of animals is permitted, provided the foster animal meets the pet policy requirements, including weight limitations. Fostered animals must be registered with management.

Residents with registered animals are requested to email management if their pet is no longer living in the building, because, for example, the pet has moved from the building or has crossed the rainbow bridge.

### ***Registration Relating to Dogs***

There is a one-time \$60 registration fee per dog. This fee includes a \$10 administrative charge, which covers the administrative cost of the registration and the cost of the registration tag, and a \$50 charge for the initial DNA analysis of the cheek swab for each dog.

Upon registration, dog owners will be issued a Midtown Alexandria Station Condominium dog registration tag for each dog to indicate proof of registration. The registration tag must be prominently displayed on the dog leash. Part of the registration process includes a cheek swab (kit provided by management), performed in the presence of management or the concierge. Management or the concierge will photograph and note the MASC registration tag number for each dog swabbed. It is the responsibility of the pet owner to ensure registration and cheek swabbing are completed with management. Registration forms are available from management and the concierge as well as on the Association's website, , <https://www.townsq.io/> (cut and paste to use in chrome) and management has DNA analysis/cheek swab kits. Registration forms must be submitted to management. Residents should request an email confirmation from management that their pet has been registered. Dog registration and tags are not transferable.

Owners with a dog younger than one year in age must provide either a letter from a licensed veterinarian stating the dog in question is expected to not exceed 70 pounds in weight when fully grown or documentation from a reputable source showing that the breed or type of dog averages 70 pounds or less in weight when fully grown. In the event that the documented dog, when fully grown, exceeds 70 pounds, the registration will remain valid. If documentation regarding the expected fully grown dog weight is found to be forged or intentionally misrepresented, registration may be revoked, and the resident may be required to remove the dog from MASC.

### ***Pet Requirements and Restrictions***

Pet owners are responsible for any property damage, injury, or disturbance their pet may cause or inflict. Unit owners are ultimately responsible for the behavior of any pets kept by their tenants or guests.

Pet owners are responsible for the immediate removal and proper disposal of any fluids, urine, excrement, or other matter left by their pets on the common elements – indoors or outdoors. Pet owners and handlers may not permit their pets to urinate on the building, including on the walls, columns, stairs, and sidewalks around the building, and including all parts of the garage.

Pet waste disposed of through indoor trash receptacles must be double-bagged. The double-bag requirement includes cat litter, sawdust, wood chips, soiled newsprint, and other items of pet waste.

If a pet soils any common area of the condominium, the incident must be reported to management or the concierge immediately. The handler of the pet at the time of the incident or the resident who owns the pet must clean up the area promptly.

Pet owners must take reasonably effective measures to ensure that their pets are healthy and free from communicable diseases, fleas, ticks, or other vermin.

Pets are not permitted upon the common element hallways or lobby areas unless they are carried or held on at least a five-foot leash and solely for the purpose of entering and exiting the building. At all times, each pet must be under the positive control of its handler. No pet may be leashed or left unattended in any common element areas such as outside the cyber care, party room or storage areas. Pet owners and handlers must keep their pets within five feet of the handler at all times while in the common areas of the building. Pet owners and handlers must not allow pets to surge ahead into or out of elevators. The pet owner or handler must keep pets under control and on a short leash when entering and exiting doors and elevators.

Pets are not permitted, at any time or under any circumstances, in any common element amenity areas, including the pool and grill deck areas, cyber café, fitness center, guest suite, party room and locker rooms. Pet owners who take their pets into common element amenity areas may be assessed for each violation and may have their amenity privileges suspended.

Pet owners assume full responsibility for any loss, claim, or liability related to the behavior of their pets. The Association assumes no responsibility for any loss, claim, or liability of any kind relating to a resident's privilege of having a pet at Midtown.

Dog owners are expected to show their dog's MASC registration leash tags to the concierge, management, or other residents upon request.

All animals that have bitten persons must be reported to management and the Animal Services Division and/or the County Police Department in accordance with Fairfax County Ordinance 41.1.-2-9 (Disposition of animals that have bitten persons).

No owner, handler or resident shall strike or otherwise mistreat an animal on MASC property and must follow Fairfax County Ordinance 41.1-2-20 (Cruelty to Animals).

### ***Procedures for Resolving Pet-Related Issues***

Any resident who has observed a pet creating a nuisance or an unreasonable disturbance or noise should do the following:

- Attempt to solve the problem with the pet owner in a courteous and helpful manner.
- If personal attempts at a solution fail, then the resident should file a written complaint with management. The complaint should include identification of the pet(s) involved, a complete description of the problem or disturbance, and the dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.

If warranted, management will first attempt an informal solution to the problem. If such a solution is not possible, management will refer the matter to the Board and the Rules and Covenants Committee for resolution in accordance with the Association's due process policy.

Residents should report a) suspected stray animals or b) any incidents of bites, attacks, or diseased animals to the Fairfax County Animal Control Unit (for possible identification and investigation) as well as to management.

As specifically set forth in Article X, Section 5.8(a)(8) of the Bylaws, any unit owner or resident who keeps or maintains any pet upon any portion of Midtown Alexandria Station shall be deemed to have indemnified and agreed to hold the Association free and harmless from any loss, claim or liability of any kind or character. This includes attorneys' fees and costs of defense.

## **SECTION XIV – Communications**

### ***Board Communications***

The official actions of the Board will ordinarily be communicated to owners and residents via email, through the Association website, , <https://www.townsq.io/> (cut and paste to use in chrome) through the U.S. Postal Service. The Association is required to serve certain notices to the owner's address of record. Owners are responsible for notifying management in writing of address changes. Owners and residents may also receive communications via email if so indicated on the Personal and Unit Information form.

The Association may choose to notify all residents (whether owners or non-owners), of community events or administrative matters but is not required to do so.

To control costs and conserve energy, paper, and other resources, the Association provides most notifications by email, so residents and owners are strongly encouraged to provide to management and keep updated a current email address.

The Association will not mail routine notifications and general announcements to owners or residents who do not provide a current email address; those owners and residents will need to read the notices posted around the building.

Official Board and Committee emails:

MASC BoD official emails is: [masc.bod@gmail.com](mailto:masc.bod@gmail.com)

Rules and Covenants Committee: [masc.rules@gmail.com](mailto:masc.rules@gmail.com)

Facilities and Grounds Committee: [masc.facilities@gmail.com](mailto:masc.facilities@gmail.com)

Budget and Finance Committee: [masc.budget@gmail.com](mailto:masc.budget@gmail.com)

Social Committee: [masc.midtownsocial@gmail.com](mailto:masc.midtownsocial@gmail.com)

### ***Bulletin Boards***

Two community bulletin boards are located in the mail room. One bulletin board is reserved for official Association notices, and a second board is reserved for postings by residents. Postings can also be made

at the Midtown Alexandria Station community website, <https://www.townsq.io/> (cut and paste to use in chrome).

All resident postings should be typed or legibly printed on 3" x 5" index cards or smaller. The bulletin boards are to be maintained by management and/or the concierge as directed by the Board. Resident postings, including oversize ones, may be removed at any time without notice.

### ***Signs***

Except as provided below, signs may not be erected, posted, or displayed in or on any unit in such a way that they are visible from the exterior of any condominium unit, nor may they be displayed in the common or limited common elements. If the unit owner has engaged a licensed real estate agent to sell the unit and the agent has scheduled an "open house," then on the day of the open house the agent may (a) place no more than 2 signs on the grass strips near the sidewalks surrounding the building, (b) place signs that are no more than 12 inches x 12 inches in size on the glass door the front entrance of the lobby, the mirrors across from the elevators on the floor where the unit is located and the unit door. All signs must be removed immediately after the open house is concluded and may not leave any residue on the surfaces to which they were affixed.

### ***Solicitation***

Except where protected by law, all forms of door-to-door solicitation or circularization is prohibited. No notices, flyers or other forms of communication or advertisement may be placed in the mail room (other than bulletin board notices), at the front desk, in the amenity areas, in the elevators, in the resident hallways, or elsewhere on the property without prior written approval from management or the Board.

## **SECTION XV – Deliveries and Mail**

### ***Parcel Deliveries***

Delivery services are not permitted to deliver packages to units. The concierge and/or management will accept packages on behalf of registered residents of units as a courtesy service. Space permitting, packages will be stored behind the concierge desk upon receipt. The date of receipt will be recorded. Notice of the delivery will be provided to the resident via email, mailbox, or automated voice message. Packages not picked up within thirty days of delivery; three notifications and no contact will be returned to sender.

The Association, management or the concierge are not responsible for any items, including perishable items, left at the concierge desk for pick-up or delivery; the Association is not liable for lost, stolen, undelivered or wrongly delivered mail, packages, or parcels.

Any deliveries of items larger than what can be easily carried or carted on the condominium luggage cart must be staged through the loading dock and service elevator as described in Section V of this Handbook.

### ***Mail***

Mail is placed in the resident's mailbox by the United States Postal Service. The Association, management and other staff do not have the authority to place mail in mailboxes or to access resident mail.



If a resident should require the lock on the mailbox to be replaced, he or she should contact the local post office for directions. The post office serving 22303 is located at 5834C North Kings Highway.

US mail may periodically be placed in the wrong resident mailbox or may be addressed to an individual who does not reside at the unit addressed. If mail is addressed to another unit, the resident receiving the mail must place the item in outgoing mail slot. If the item is correctly addressed but to an individual who does not reside at the unit, the resident receiving the item must write "Not at This Address" on the envelope and place the item for outgoing mail.

### ***Perishable Items***

Management, the concierge, and the Association are not responsible for perishable deliveries such as flowers, food or medication. If you expect such deliveries, please track the deliveries and make arrangements to retrieve them quickly, because the Association does not maintain cold storage for perishable items. Therefore, if you will not be able to retrieve your perishable item quickly, please make arrangements with a neighbor or otherwise to retrieve and properly store the item before it spoils.

### ***Outgoing Mail***

All outgoing mail should be placed in the outgoing mail slot located in the mail room. Outgoing packages for which pick-up has been arranged may be left with the concierge for the shipper to pick up, but neither MASC nor the concierge is liable for lost or missing packages.

## **SECTION XVI – Unit Sales and Leasing**

### ***Sale of Units***

Management must be notified when a unit is held out for sale. A 3" x 5" or smaller notice of the sale may be placed on the bulletin board in the mailroom. See Section IV for information about allowing access to a real estate agent and Section XIV for placing "open house" signs. No lockboxes are permitted on unit doors or at MASC entrances.

Condominium documents, including the Resale Certificate and copies of the Bylaws, Declaration, Rules, Association operating budget and any other forms required by the Code of Virginia to be provided to the purchaser by the owner of the condominium unit, must be obtained from the Association's management agent, subject to a fee for printing and/or reproduction.

The new legal owner (buyer) of a unit must provide a copy of the settlement statement to the management office promptly after the date of settlement to establish the date of transfer of the unit and any limited common elements, such as parking spaces and storage units, and any other information that affects the pro-rata responsibility of condominium and parking fees.

### ***Lease of Units***

Units may be leased, only in their entirety, for a term of no fewer than six months except that holdover tenants (i.e., tenants who stay in their unit after the end of the lease term, usually on a month-to-month basis) may be permitted to reside in their units for lesser periods of time. The unit owner of each leased

unit is responsible for providing the Association with signed copies of the operative, current lease agreement and any lease addenda, and is encouraged to provide a signed copy of the Association's current lease addendum.

Unit owners who live in their units may have roommates sharing their units with them, and the Association encourages such owners to execute lease agreements with their roommates and to provide copies of those agreements to management. The Association also requires that each individual living in the building must complete the Personal and Unit Information form in order to be eligible for resident benefits, such as package acceptance, pool passes, etc.

All lessees and roommates must abide by the Governing Documents as they are amended from time to time. If a lessee or any other person residing in or visiting the unit violates the Governing Documents, the unit owner is responsible and will be held liable for any sanctions or penalties which may ensue. The Association reserves the right to inform a tenant that the landlord (unit owner) is behind on payments to the Association

Each lease agreement must name the individuals who will be lessee and will be kept on file with the management office. A lessee is required to submit to the management office all information required of all residents, including without limitation phone numbers, email addresses, information on vehicles parked in the condominium garage, pet information, and any other data deemed necessary by management.

Reserving the service elevator for moving into the building, occupying the unit, and/or using condominium facilities and services is permitted only after the executed lease and any lease addenda and all resident information forms have been submitted to, and accepted by, the Association management office.

Renewal leases and lease modifications are to be submitted to the management office upon signing.

Failure to provide the current lease is grounds for enforcement action, including a daily assessment for the duration of the failure and suspension of amenity privileges until the signed documents are submitted.

Because MASC is a condominium building and not a rental building, MASC does not have rental or leasing agents to assist new tenants with learning and understanding Association rules and requirements. It is the unit owner's responsibility, directly or through their own rental agent, to ensure their tenants and guests know about, understand, and comply with MASC rules, policies, bylaws, etc. Owners renting their units may not delegate to or rely upon Association staff to provide this information to their tenants, and owners remain liable for the actions of their tenants and guests, regardless of whether the owners informed the tenants and guests of the rules.

### ***Showing Units***

Just as guests must be let into the building by their host and while on the property are the responsibility of the residents who admit them, when a real estate agent holds an open house for a unit in the building, the unit owner and/or agent is responsible for meeting the open house guests in the lobby and escorting them through the building. The concierge will not admit open house guests and send them along to the open house; doing so would expose our residents and building to avoidable security risks. Real estate agents must staff their open houses accordingly after submitting a completed Open House Registration

Form to the concierge desk. See Section IV for more information about access by real estate agents and prospective tenants/buyers.

### ***Additional information about Leasing Units at Midtown***

A number of documents and references, are all available on the Association's website, , <https://www.townsq.io/> (cut and paste to use in chrome) provide additional information about leasing units at Midtown.

### ***Rental/Sale of Garage Spaces and Storage Units***

Unit Owners may request the re-assignment of a limited common element parking or storage space, designated on the Condominium's plats and plans as subject to assignment as limited common elements, by sending their requests in writing to the Association's on-site management agent, or such other party as the Board may designate from time to time. Such request be submitted on the Parking Space and Storage Space Assignment Agreement and must include the following:

- The names, addresses (mailing and Condominium addresses), telephone numbers, and email addresses, of all involved unit owners. All record unit owners, listed on the current deeds for all involved units, must be listed on the request.
- Identification of the transferee and the transferor of the applicable parking or storage space.
- The storage or parking space number(s).
- A copy of the sales agreement, executed by all involved parties, related to any requested re-assignment.
- A copy of the deeds for all involved units. Assignments and reassignments of parking and storage spaces may only be conveyed to current unit owners.
- If the unit is secured by a mortgage or deed of trust, a copy of the letter from the lender approving the assignment or re-assignment.

Upon receipt of a request, the Association's management agent shall review the request for completeness. If a request is not complete, the Association's management agent shall notify the requesting parties of any required additional information and the Association is not required to act further upon such request. The Association shall also notify the requesting parties of any other appropriate grounds for rejection of the request.

Upon receipt of a completed and actionable request, the Association's management agent shall notify the requesting party of the estimated cost to complete the assignment or re-assignment, which must be paid by the involved unit owners (to be decided amongst the unit owners how such cost is paid to the Association between and by them) in advance of the recording of the Amendment to the Association's Declaration, which is required to be executed and recorded to effectuate the re-assignment or assignment.

All involved unit owners are obligated to remit the cost related to the Association's execution of the re-assignment or assignment, including without limitation the legal fees, administrative, mailing, copy and court costs related to such plus any applicable transfer and recordation taxes. While the Association shall provide the involved unit owners with a cost estimate, the unit owners are responsible for the actual cost incurred, whether such amount is more than the original estimate or not. If the unit owners remit more than the cost estimate, the overpaid balance shall be returned to the remitting party within thirty (30) days

of recordation of the Amendment. If the unit owners' paid costs are less than the actual costs incurred by the Association, the management agent shall notify the unit owners of the required additional charges and the unit owners shall remit the required payment within no more than fifteen (15) days from the date of notification. In the event that such charges are not paid within the required deadline, the charges shall be added to the unit owners' assessment accounts and shall constitute a lien against their units. Such charges may be collected in accordance with the Association's rules and restrictions related to routine assessment collection.

Upon receipt of the funds related to the cost estimate provided by the management agent, the Association shall prepare the required Amendment to the Declaration, necessary to effectuate the assignment or re-assignment. The Association shall provide the Amendment to the unit owners for execution. All involved unit owners who are listed on the deeds to the involved units must execute the Amendment and return it to the Association for recording amongst the land records of the Fairfax County, Virginia. VII. Upon receipt of the executed/original Amendment, the Association shall execute the Amendment as well, and proceed to record the Amendment amongst the land records of Fairfax County, Virginia.

No assignment or re-assignment is final, until recordation amongst Fairfax County land records.

The Association shall not be responsible for any claims, losses, liabilities or damages, arising out of its performance or failure to perform its duties,

### ***Additional Information about Renting and Transferring Parking Spaces***

A number of documents, all available on the Association's website, <https://www.townsq.io/> (cut and paste to use in chrome) provide additional information about renting and transferring limited common element parking spaces and storage units at Midtown.

## **SECTION XVII – Safety and Acceptable Use**

### ***Safe Use of Units and Limited Common Elements***

Residents must maintain units in a safe and sanitary condition according to state and local regulations.

Residents may not permit any activity in their units or in any common areas that may cause a nuisance, disturbance, or annoyance to other residents. They may not cause damage to the common elements or to other units or do anything that may cause an increase in the insurance rates of the condominium.

Per Fairfax County Code, any activity, including the placement and use of a grill, that involves an open flame on balconies or patios is prohibited. Electric cooking devices may be used on balconies, provided they are designed or approved for the use of lava rock or permanent briquette only. (Thus, residents may not use mesquite chips or plank grilling or other sources of smoke, when cooking on balconies, because one cannot control the direction the wind may blow the smoke.)

Nothing may be permanently attached to unit doors, and no holes shall be made in unit doors.

Holiday decorations that do not present a safety hazard and that do not make sounds may be placed on

doors during appropriate periods. Non-permanent, seasonal lighting may be displayed on balconies and patios during the holiday season, provided the lighting does not cause damage. The holiday season is defined as November 1 through January 9.

Tree removal is coordinated through management and is done at specific times following the New Year. Residents must bag their trees before carrying them down to the loading dock immediately prior to the designated dates of disposal.

Unit doors must be kept closed when residents are not actively entering or exiting the unit.

Residents may not attach anything to the exterior of the building, including attachments onto porches, balconies, balcony railings, windows, bricks, etc.

While residents and guests are not prohibited from smoking in units or on unit balconies, they are prohibited from smoking anywhere else in the building, including the lobby, garage, pool deck, and grill deck. In accordance with federal regulations and health recommendations, residents, guests, and staff are prohibited from smoking within 25 feet of the exterior doorways, entrance overhangs, perimeter of the building or in the garage. Residents and guests are also prohibited from smoking in a location or manner which allows smoke to enter the common building and/or an individual unit which is not their own. Residents who smoke in their units or on their balconies are expected to minimize the effect of their smoking on common areas and other units, and residents may be required to take reasonable steps, including installing draft stoppers on unit doors and sealing wall penetrations, to eliminate the smoke effects in the building.

### ***Safe and Acceptable Use of Common Elements***

- Residents and guests are expected to act civilly in all common elements, including the garage and amenity spaces and hallways. Yelling at or directing profanity or rude gestures toward staff, residents, or guests is prohibited.
- Residents must wear footwear in all common elements except the locker rooms and the pool deck. Adequate footwear is required on the grill deck and other common elements to protect against cuts and other injuries and for hygiene purposes.
- Residents and guests leaving the pool must ensure they are sufficiently dry, so they do not drip in the elevators or on the hallway floors.
- While the Association will attempt to mediate conflicts between residents when appropriate, it is not a law enforcement agency. If disagreements cause disturbances at Midtown, the Association staff have been instructed to call the police.

## **SECTION XVIII – Association Staff and Contracted Services**

### ***Association Staff and Contracts***

The Association has contracted with a management company to provide on-site management and maintenance of the property, with a concierge company to staff our front desk and provide concierge and other services to the Association, with a cleaning company to clean and help maintain the property, and with other service providers. Management personnel and concierge staff provide a wide range of services

to, and on behalf of, residents. Their efforts are designed to ensure the proper maintenance and operation of all facilities and promote an exceptional quality of life at Midtown Alexandria Station.

### ***Interactions with Association Staff***

The following rules are designed to aid in fostering the relationship between residents and staff:

- Unit owners, residents and guests must cooperate with instructions from management and/or concierge staff.
- When management or the concierge informs an owner, resident, or guest that they are violating an Association Bylaw, policy, or other rule and asks the individual to desist or correct the violation, the individual is expected to comply. Failure to comply may result in additional enforcement action in the event that the Association issues a warning or violation to the unit owner associated with the individual.
- No unit owner or resident will direct, supervise, or in any way attempt to assert control over or request favors of any employee of the management company, concierge company or facilities contractors.
- No unit owner or resident will provide supervision of a staff member or contractor hired by the Board, reprimand members of the staff, or complain of a contractor's service other than to management, unless otherwise delegated by the Board. Unresolved complaints will be reviewed by the Board and if applicable, by the appropriate Committee.
- Unit owners, residents, and guests are expected to treat management, concierge, cleaning, and other staff courteously, respectfully, and professionally at all times. The units associated with any owners, residents, or guests who raise their voices, berate, or swear at staff members are subject to enforcement action, including violation notices and hearings before the Rules and Covenants Committee.